

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF * PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. PR-HQ-99-17113		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 11/17/99	
7. ISSUED BY (Hand Carried/Courier Address) Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004		CODE		8. ADDRESS OFFER TO (If other than item 7) (U. S. Mail Only) Environmental Protection Agency Bid and Proposal Room (3802R) 401 M Street, S.W. Washington, DC 20460			
6. REQUISITION/PURCHASE NO. PR-HQ-99-17113							

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until 01:00 PM local time 12/21/99
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME KRISTIN S. WRIGHT	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 564-4467
---------------------------	-------------------------------------	----------------------------------------------------------------------------------

11. TABLE OF CONTENTS

(✓)	SEC.	DESCRIPTION	PAGE (S)	(✓)	SE C.	DESCRIPTION	PAGE (S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (180 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	___ CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER [] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) [] 41 U.S.C. 253(c)	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE:
		Environmental Protection Agency Research Triangle Park Financial Management Center (MD-32) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE
		(Signature of Contracting Officer)	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice

NSN 7540-01-152-8064
PREVIOUS EDITION NOT USABLE

33-134

STANDARD FORM 33 (REV. 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214©

TABLE OF CONTENTS

SOLICITATION, OFFER AND AWARD	Page 1
PART I - THE SCHEDULE	Page B-1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	Page B-1
B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION	Page B-1
B.2 QUICK RESPONSE TASKS	Page B-1
B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)	Page B-2
B.4 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)	Page B-2
B.5 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)	Page B-2
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	Page C-1
C.1 NOTICE Listing Contract Clauses Incorporated by Reference	Page C-1
C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)	Page C-1
C.3 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)	Page C-2
C.4 STATEMENT OF WORK	Page C-2
C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)	Page C-9
SECTION D - PACKAGING AND MARKING	Page D-1
[For this Solicitation, there are NO clauses in this Section]	Page D-1
SECTION E - INSPECTION AND ACCEPTANCE	Page E-1
E.1 NOTICE Listing Contract Clauses Incorporated by Reference	Page E-1
E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)	Page E-1
SECTION F - DELIVERIES OR PERFORMANCE	Page F-1
F.1 NOTICE Listing Contract Clauses Incorporated by Reference	Page F-1
F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) ALTERNATE I (APR 1984) DEVIATION	Page F-1
F.3 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)	Page F-3
SECTION G - CONTRACT ADMINISTRATION DATA	Page G-1
G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)	Page G-1
G.2 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)	Page G-1
G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION	Page G-1
G.4 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION	Page G-3
G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)	Page G-4
G.6 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)	Page G-4
SECTION H - SPECIAL CONTRACT REQUIREMENTS	Page H-1

H.1	NOTICE Listing Contract Clauses Incorporated by Reference	
		Page H-1
H.2	PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION	Page H-1
H.3	ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) ALTERNATE I (MAY 1994)	Page H-3
H.4	NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUL 1994) DEVIATION	Page H-3
H.5	UPDATE OF ORGANIZATIONAL CONFLICT OF INTEREST PLAN	Page H-4
H.6	ACCESS TO CONFIDENTIAL BUSINESS INFORMATION	Page H-4
H.7	LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (MAR 1997) ALTERNATE V (MAY 1994)	Page H-4
H.8	CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)	Page H-6
H.9	UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)	Page H-9
H.10	UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)	Page H-10
H.11	PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUL 1994) DEVIATION	Page H-10
H.12	INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)	Page H-11
H.13	INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993)	Page H-11
H.14	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)	Page H-11
H.15	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)	Page H-12
H.16	DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)	Page H-13
H.17	DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)	Page H-14
H.18	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)	Page H-16
H.19	CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)	Page H-17
H.20	TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION	Page H-18
H.21	KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)	Page H-19
H.22	DEFINITION OF LABOR CLASSIFICATIONS	Page H-19
H.23	PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)	Page H-21
H.24	FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)	Page H-21
H.25	PUBLIC COMMUNICATIONS	Page H-22
H.26	IDENTIFICATION OF CONTRACTOR PERSONNEL	Page H-22
H.27	EPA MEETINGS, WORKSHOPS, CONFERENCES	Page H-22
H.28	REHABILITATION ACT NOTICE (EP-S 99-3) (JUN 1999)	Page H-22
PART II	- CONTRACT CLAUSES	Page I-1
SECTION I	- CONTRACT CLAUSES	Page I-1
I.1	NOTICE Listing Contract Clauses Incorporated by Reference	Page I-1
I.2	PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)	Page I-2
I.3	SUBCONTRACTS (FAR 52.244-2) (AUG 1998) ALTERNATE II (AUG 1998)	Page I-3

I.4	CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)	Page I-6
PART III	- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS	Page J-1
SECTION J	- LIST OF ATTACHMENTS	Page J-1
J.1	LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)	Page J-1
PART IV	- REPRESENTATIONS AND INSTRUCTIONS	Page K-1
SECTION K	- REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
K.1	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)	Page K-1
K.2	TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)	Page K-1
K.3	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)	Page K-3
K.4	TYPE OF BUSINESS ORGANIZATION (FAR 52.215-4) (OCT 1997)	Page K-4
K.5	PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)	Page K-4
K.6	SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 1999)	Page K-5
K.7	SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-19) (JAN 1997)	Page K-6
K.8	SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1998)	Page K-7
K.9	PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)	Page K-8
K.10	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)	Page K-8
K.11	AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)	Page K-8
K.12	CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)	Page K-9
K.13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)	Page K-9
K.14	ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)	Page K-10
K.15	GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-76) (APR 1984)	Page K-10
K.16	SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)	Page K-13
K.17	SIGNATURE BLOCK (EP 52.299-900) (APR 1984)	Page K-14
K.18	COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (EP-S 99-1) (FEB 1999) DEVIATION	Page K-14
SECTION L	- INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	Page L-1
L.1	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (SEP 1999)	Page L-1
L.2	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1) (OCT 1997)	Page L-1
L.3	FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)	Page L-6
L.4	TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)	Page L-6

L.5	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46) (FEB 1993)	Page L-6
L.6	SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)	Page L-7
L.7	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)	Page L-8
L.8	ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)	Page L-8
L.9	DISCLOSURE OF POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST	Page L-8
L.10	PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180) (AUG 1984)	Page L-9
L.11	INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL PROPOSALS	Page L-9
L.12	INSTRUCTIONS FOR THE PREPARATION OF COST PROPOSALS	Page L-15
L.13	TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)	Page L-15
L.14	PAST PERFORMANCE INFORMATION EP 52.215-105 (September 1999)	Page L-15
L.15	RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)	Page L-17
L.16	IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)	Page L-17
L.17	NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)	Page L-18
L.18	QUALITY ASSURANCE (QA) PROGRAM PLAN	Page L-18
L.19	QUALITY ASSURANCE (QA) PROJECT PLAN	Page L-18
L.20	ORGANIZATIONAL CONFLICT OF INTEREST PLAN	Page L-19
L.21	DETERMINATION OF RESPONSIBILITY -- CONFLICT OF INTEREST	Page L-19
L.22	DETERMINATION OF RESPONSE ACTION CONTRACTORS AND ELIGIBILITY STATUS	Page L-20
L.23	INELIGIBILITY OF CONTRACTORS PERFORMING RESPONSE ACTION CONTRACT (RAC) WORK FROM BEING CONSIDERED FOR AWARD OR FOR SUBCONTRACTS	Page L-21
L.24	ADDITIONAL BID/PROPOSAL SUBMISSION INSTRUCTIONS (EP-S 99-2) (MAR 1999)	Page L-22
SECTION M -	EVALUATION FACTORS FOR AWARD	Page M-1
M.1	EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (SEP 1996)	Page M-1
M.2	EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (SEP 1996)	Page M-1
M.3	EVALUATION OF QUALITY ASSURANCE PROGRAM PLAN	Page M-4
M.4	EVALUATION OF QUALITY ASSURANCE PROJECT PLAN	Page M-4
M.5	EVALUATION OF ORGANIZATIONAL CONFLICT OF INTEREST PLAN	Page M-4
SAMPLE WORK ASSIGNMENTS		Page 1-1
CLIENT AUTHORIZATION LETTER		Page 2-1
PAST PERFORMANCE EVALUATION FORM		Page 3-1
COST PROPOSAL INSTRUCTIONS		Page 4-1
MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS		Page 5-1
INVOICE PREPARATION INSTRUCTIONS		Page 6-1

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 120,000 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

B.2 QUICK RESPONSE TASKS

The Contractor shall provide quick-response assistance. Each Quick Response Task (QRT) will be issued under an existing work assignment and shall be approved in writing by the Project Officer (PO). The Contractor shall respond by letter to the PO with copies to the WAM and the CO, within two working days, giving a brief description of the plan of work, including best estimate of hours (by P-level) and a break-out of costs to accomplish the tasks required. No QRT shall exceed a duration of 30 calendar days from start to completion date. The level of effort for each QRT shall be limited to a maximum of 250 labor hours.

B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)

- (a) The estimated cost of this contract is _____.
- (b) The fixed fee is _____.
- (c) The total estimated cost and fixed fee is _____.

B.4 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

	<u>Maximum Amount</u>
Travel	_____
Misc. ODCS	_____

B.5 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of _____ is allotted to cover estimated cost. Funds in the amount of _____ are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through _____.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
1552.211-79	FEB 1998	COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT

C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.

11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.3 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included

The Contractor shall perform work under this contract only as directed in Work Assignments issued by the Contracting Officer.

C.4 STATEMENT OF WORK

OSWER MISSION SUPPORT CONTRACT

I. BACKGROUND

The mission of the Environmental Protection Agency is to protect human health and to safeguard the natural environment (air, water, and land) upon which life depends. The Office of Solid Waste and Emergency Response (OSWER) is an Agency component that is responsible for programs articulated under the *Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or Superfund) of 1980, as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986, the Resource Conservation and Recovery Act (RCRA) and amendments, and other legislation and Agency directives related to the characterization, remediation and monitoring of solid wastes.* A component of OSWER is the Technology Innovation Office (TIO).

The strategic and primary goal of EPA's Technology Innovation Office (TIO) is to advocate more effective, less costly solutions by government and industry to assess and clean up contaminated waste sites, soil, and groundwater.

Working with other federal agencies, states, consulting engineering firms, responsible parties, technology developers, and the investment community, TIO provides technology and market information and works to remove policy and institutional impediments related to the deployment of hazardous site clean-up and characterization/measurement technologies. The scope of the mission extends to Superfund sites, Corrective Action sites under the *Resource*

Conservation and Recovery Act (RCRA), Underground Storage Tank clean-ups, state voluntary clean up programs and Brownfields. Technologies of interest are for field sampling and analysis and management (treatment and containment) of contaminated soil and groundwater. TIO is not a focus for EPA interest in technologies for industrial or municipal wastes, for recycling, or for waste minimization. Other offices address these special interests.

Although intended as an OSWER-wide contract, contractor services articulated in this SOW may be accessed by all Agency offices, including the Office of Solid Waste; the Office of Underground Storage Tanks; the Federal Facilities Restoration and Reuse Office; and various offices within the Office of Emergency and Remedial Response. Agency offices (outside OSWER) who have accessed this contract include the Office of Research and Development; the Office of Enforcement and Compliance Assurance; and various components of the Office of the Administrator, including the Office of Children's Health Protection and the office for Reinvention. It is understood, however, that the major amount of work conducted under this contract will be in support of TIO programs.

II. PURPOSE

The purpose of this contract is to provide analytical and technical support services to various programs within the Environmental Protection Agency's Office of Solid Waste and Emergency Response (OSWER), as well as other Agency offices.

The work required under this contract involves the preparation and conduct of analytical studies of OSWER program strategies and regulatory initiatives. The overall goal of this effort is to provide OSWER with the support required to analyze programmatic options and design appropriate systems and potential procedures to improve OSWER programs. In addition, the work requires analyses of technologies for the treatment and measurement of hazard wastes. These activities will primarily support State and Federal site project managers.

III. SCOPE

The contractor shall provide technical services to OSWER as delineated in this section. The Contracting Officer will issue work assignments for all work required under this contract in accordance with the terms and conditions of the contract clause entitled *Work Assignments*. The contractor shall submit all work products generated under this contract in draft for review and approval by the Project Officer or Work Assignment Manager prior to preparation and issuance in final, in accordance with the terms and conditions of the contract. The Government shall make all final policy, interpretive, and regulatory decisions resulting from contractor-provided advice and assistance under this contract. Any questions related to interpretation of EPA policy, guidance, directives, regulations, or statutes will be referred to EPA for resolution.

Contractor employees shall identify themselves as such when attending meetings or conferences under this contract; and contractor employees shall wear badges identifying themselves as EPA contractors.

The required contractual services may be in the form of both short-term and long-term analytical studies for analysis and evaluation of program

implementation issues by OSWER. In addition, the contractor shall provide a full range of logistical, administrative and technical services in the planning and conduct of formal meetings or conferences where technical issues are to be discussed and/or resolved.

The work elements of this procurement have been organized into four areas:

1. General analysis and strategic planning;
2. General support for Federal and State project managers and technology transfer programs;
3. General support for the conduct of national or international meetings/conferences and training related to OSWER or EPA-wide program issues; and
4. General support for Graphic Arts.

IV. DESCRIPTION OF TASKS

The contractor shall furnish all personnel, services, equipment and materials needed to perform the tasks described below:

TASK 1: General Analysis and Strategic Planning

A. General Analysis

- (1) The contractor shall provide analytic and quantitative services in evaluating the impact of alternative regulations or guidelines on the solid/hazardous waste program.
- (2) The contractor shall analyze the economic feasibility of options for treating and disposing of solid/hazardous waste.
- (3) The contractor shall analyze issues related to State participation in EPA's environmental remediation programs that include all media of hazardous and potentially hazardous wastes and pollution trains.
- (4) The contractor shall provide analytical studies for emerging issues including future land disposal capacity, the impact of permitting, insurance, the future market for remediation technologies, the status of remedy selection, and technology transfer on corrective action.
- (5) The contractor shall perform studies in the analysis and evaluation of procedures, operating guidance, strategic plans, regulations, technology status and technology operating experience.

The contractor shall provide services (for periods not to exceed 120 days) to assist OSWER in evaluating and analyzing program and technology capabilities. Such services include the following areas of expertise:

risk-benefit analysis
 cost-benefit analysis
 hazardous waste
 treatment technologies
 containment technologies
 measurement/monitoring technologies
 field analytical technologies
 toxicology
 public health
 biostatistics
 economics
 technology transfer
 air/groundwater modeling
 optimization of remediation systems
 waste disposal
 chemical fate
 land disposal
 geology/hydrology
 engineering
 ecological effects

The task list below describes generic tasks which shall be performed by the contractor:

- a. Participate in meetings at EPA Headquarters or other designated places (e.g. EPA Regional Offices or other EPA sponsored meeting facilities) to provide advice on options or potential courses of action related to OSWER programs;
 - b. Draft reports that evaluate and/or analyze existing or suggested alternative guidelines, procedures, and/or regulatory or legislative initiatives for the purposes of impact analyses; and
 - c. Evaluate previous studies and denote data gaps.
- (6) The contractor shall perform program evaluation and analytical studies designed to assess the effectiveness of new and established program guidelines and procedures. Such studies may review the decision-making and management processes of EPA (i.e. in support of an Agency effort to streamline these processes), as well as outcomes of program strategies.

B. Strategic Planning

The contractor shall perform the following activities:

- (1) Conduct secondary research regarding specific industries and hazardous waste issues;
- (2) Identify, collect and analyze information pertaining to the private and commercial treatment and disposal of waste;
- (3) Assist in evaluating the economic and technical feasibility of alternative technologies; and

- (4) Develop sets of indicators to be used by the Agency to measure improvements in environmental quality.

Reports, analyses, recommendations and other written deliverables required under Task 1 shall be clear, concise, well-organized, and complete. At a minimum, deliverable documents shall: (a) explain and rank policy or action alternatives, if any; (b) describe procedures used to arrive at analyses/recommendations; (c) summarize the substance of deliberations; (d) report any dissenting views; (e) list sources relied upon; and (f) make clear the methods upon which conclusions and/or recommendations are based.

TASK 2: General Support for Federal and State Project Managers and Technology Transfer Programs

A. The contractor shall perform the following activities:

- (1) Collect and analyze data and information, develop reports, and brief TIO on new and emerging technologies and innovations.
 - (a) Analyze how to best make such information readily available to program personnel at both the National and Regional levels, State and local organizations, as well as selected private organizations and constituent groups;
 - (b) Analyze both innovative and conventional site remediation technologies. This may include development states, deployment, capability, cost, performance and advantages/disadvantages based on actual field operational experiences for both *in situ* and *ex situ* processes;
 - (c) Analyze methods for optimizing conventional processes including using technologies for mathematical modeling;
 - (d) Analyze technologies for field analytical measurement of hazardous constituents and site characterization. The analysis of these technologies may include their states, current and potential capabilities, and their advantages/disadvantages based on actual field operational experience.
- (2) The contractor shall maintain and update the TIO-sponsored World Wide Web (WWW) Home Page system for the transfer of hazardous waste technology information. The system must comply with EPA policies for information resources management (EPAAR 1552.210-79). The system components shall normally be accessible 24-hours per day, although reasonable "down-time" (up to 3 hours in a 24-hour period) for administrative purposes is acceptable. The system shall have a minimum access speed of 512kbs ($\frac{1}{2}$ T1 line). The system must be capable—at a minimum—of providing the following services.
 - (a) Efficient storage, searching and downloading of documents in Word Processing, PDF, or other formats;
 - (b) Video viewing capability tracking user access to the system;

- (c) The contractor shall research hazardous waste information resources in the areas of regulatory changes, contractor opportunities, technology development among others, and provide synopses for distribution on the Internet on a periodic basis.

Reports, analyses, recommendations and other written deliverables required under Task 2 shall be clear, concise, well-organized, and complete. As a minimum deliverable documents shall: (a) explain and rank policy or action alternatives, if any; (b) describe procedures used to arrive at analyses/recommendations; (c) summarize the substance of deliberations; (d) report any dissenting views; (e) list sources relied upon; and (f) make clear the methods upon which conclusions and/or recommendations are based.

TASK 3: General Support For Meetings/Conferences and Training

The contractor shall provide a full range of administrative and logistical services for the conduct of national or international meetings or conferences and/or training related to OSWER or EPA-wide initiatives. The contractor shall provide the following services:

- (1) Participate in EPA planning sessions for the purpose of scheduling meetings/conferences or training as defined in individual work assignments issued under this contract;
- (2) Provide scheduling, logistical arrangements, correspondence, and registration of participants for formal meetings/conferences/training;
- (3) Obtain meeting/training space facilities when government owned facilities are not available (this element includes negotiation with hotels or other entities to obtain meeting/conference/training space as well as reservations for lodging that fall within U.S. government per-diem and other guidelines);
- (4) Provide services described under Task 1, para. A(5) of this document.
- (5) Provide meeting/conference registrars, facilitators, and other personnel required to conduct formal meetings or conferences;
- (6) Design/develop/provide meeting/conference and training materials;
- (7) Supply support equipment such as slides, overhead projectors, audio-visual equipment, audio and visual recording equipment, computer equipment, or other equipment required to conduct and/or compliment a specific meeting/conference/training activity;
- (8) Provide shipping and handling of various meeting or EPA program materials to meeting/conference/training sites; and
- (9) Deliver or provide training;

- (10) Provide post-activity evaluation reporting such as formal or informal meeting proceedings.

The time frames for submission of materials for conferences and meetings and training resulting from Task 3 will vary. The specific time frames will be defined in the individual work assignment.

Presentation materials (e.g. agenda, schedules, handouts, etc.), graphics and other documentation produced under Task 3 shall be in support of achieving conference/meeting/training objectives. Media quality, quantity and selection shall be appropriate and optimum for achieving effective communication and information transfer and shall consider as a minimum: the target audience (e.g. background, knowledge level, interests, etc.), conference/meeting/training facilities and environment, resources availability, time efficiency and cost effectiveness.

As a minimum, notes and minutes shall list participants' names, organizations represented, major issues of discussions, key point or decisions, action items and responsibilities.

TASK 4: Graphic Arts Support Services

- A. The contractor shall provide all required graphic arts design and development work required for presentations based upon work prepared under this contract.
- B. The contractor shall provide graphic art services including the following activities:
 - (1) Reproduction of slides/overheads/videos for use in technical and technology based information transfer programs,
 - (2) Production of camera-ready materials related to training activities including training materials, course calendars, course catalogues, and various other EPA technology transfer or training activity publications. When camera-ready materials are required by a work assignment issued under this contract, the contractor shall provide two copies of such materials.
 - (3) Production of view-graphs, charts, 35mm slides and other finished art to support required presentations; and
 - (4) Development of art for required strategy papers, guidance materials, and manuals based upon analytic studies.

Presentation materials (e.g. agenda, schedules, handouts, etc.), graphics and other documentation produced under Task 4 shall achieve effective communication and information transfer and shall consider as a minimum: the target audience (e.g. background, knowledge level, interests, etc.), conference/meeting facilities and environment, resources availability, time efficiency and cost effectiveness. Any specific unique requirement will be identified in individual work assignments.

**C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES
(EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed as specified in individual work assignments.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) ALTERNATE I (APR 1984) DEVIATION

The Contractor shall prepare and deliver the below listed reports to the designated addressees. Each report shall cite the contract number and identify the Environmental Protection Agency as the sponsoring agency.

Required reports are:

The following reports shall be prepared and forwarded to the designated addressee by the contractor in accordance with each specified requirement. Reports submitted under this contract shall reference and cite the contract number in addition to identifying the Environmental Protection Agency (EPA) as the sponsoring agency.

A. WORKPLANS

Within 15 calendar days of receipt of each work assignment, the contractor shall develop a workplan which includes, but is not limited to, a detailed description of the approach to be used in accomplishing the elements and tasks outlined in the work assignment, milestone/deliverable schedules, and a full financial layout of the costs associated with accomplishing the work. The information generated in such workplans shall correspond with and provide basic information for the monthly progress and financial reports.

B. TASK-RELATED REPORTS

Work assignments issued by the Contracting Officer will specify documentation requirements relating directly to each individual work assignment and describe the deliverable product of each work assignment. Format, content, due date, and distribution requirements for such deliverable documentation will be specified in the work assignment.

C. MONTHLY SUMMARY PROGRESS REPORTS

The contractor shall prepare and submit four copies of a monthly Summary Progress Report, no later than 15 calendar days following the end of a reporting period. Each report shall outline progress made under each work assignment issued under this contract. The report shall contain a general summary of progress made on work ordered by this contract. In addition, the report shall contain an in depth analysis of work completed under each work assignment. This analysis shall identify key contractor personnel performing on the work assignment, discuss work completed during the reporting period, cite milestones completed, work to be completed, and any problems anticipated in completing the work assignment. [Individual Monthly Work Assignment Reports shall be transmitted by the contractor to respective EPA WAMs by mail or e-mail].

D. MONTHLY FINANCIAL MANAGEMENT REPORTS

The contractor shall furnish four copies of a Monthly Financial Management Report no later than 15 calendar days following a reporting period. This report shall contain the following information:

- Identification: Contractor's Name and Contract Number
- Actual funds expended by work assignment for the reporting period.
- Actual labor hours, including labor classification levels, expended by work assignment for the reporting period.
- An estimate of the percentage of the work assignment completed during the reporting period.
- Cumulative funds of each work assignment expended from the effective date of the contract through the last day of the reporting period.
- Cumulative labor hours of each work assignment expended from the effective date of the contract through the last day of the reporting period.
- Percentage of each work assignment completed from the effective date of the contract through the last day of the reporting period.

The Monthly Financial Management Reports shall correspond to the expenditure of LOE hours and dollars cited in monthly Vouchers for Payment submitted by the Contractor to EPA.

E. DISTRIBUTION OF MONTHLY SUMMARY PROGRESS AND FINANCIAL REPORTS

<u># of Copies</u>	<u>Addressee</u>
2	EPA Project Officer
1	EPA Contracting Officer
1	EPA WAM (by respective Work Assignment)

F. REPORTS BY SUBCONTRACTORS OR CONSULTANTS (MONTHLY)

The same monthly reporting requirements of the prime contractor shall be required of all subcontractors or consultants used by the contractor in completion of work assignments issued under this Contract. Subcontractor/consultant Monthly Summary Progress and Financial Reports are to be attached to those reports submitted by the contractor for a particular reporting period.

G. CONTRACT YEARLY REPORT (FOR EACH CONTRACT YEAR)

The contractor shall submit a draft of the Contract Yearly Report to the Project Officer fifteen (15) working-days after the end of each year of the contract's period of performance. Two copies shall be sent to the Project Officer.

This report shall provide a brief summary of the activities performed under the contract. The report shall include an assessment by the contractor of the overall contract program (both organizational and technical) during the contract year and recommendations from the contractor for improving the effectiveness of the program.

The government will review and return the draft of the report, indicating approval or disapproval, and comments if warranted, within thirty (30) calendar days. Upon receipt of the approved draft report, the contractor shall prepare a final yearly report. One copy of the yearly report shall be submitted to the Project Officer and one copy shall be submitted to the Contracting Officer.

H. CONTRACT CLOSE-OUT REPORT

Within sixty (60) calendar days following the end of the contract's period of performance, the contractor shall submit a final close-out report summarizing work activities performed over the life of the contract. Five copies of the final report are to be submitted to the Project Officer and one copy is to be submitted to the Contracting Officer.

F.3 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from the contract's effective date through thirty-six months exclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)**

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

G.2 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) 401 M Street, S.W. Washington, D.C. 20460

G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be

used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.4 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
 Chief, Cost and Rate Negotiation Service Center
 Office of Acquisition Management
 (3802R)
 401 M St., S.W.
 Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
 Period
 Rate
 Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period
Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.6 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
1552.229-70	NOV 1989	STATE AND LOCAL TAXES

H.2 PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION

(a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

(b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUL 1994) DEVIATION

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an

entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.5 UPDATE OF ORGANIZATIONAL CONFLICT OF INTEREST PLAN

The Contractor shall submit an annual report of any changes to the conflict of interest plan submitted with its offer, as described in the Section L clause entitled "Organizational Conflict of Interest Plan," to the Administrative Contracting Officer. This update shall cover any changes to the conflict of interest plan in the one-year period after the date of contract award, and all subsequent reports of any changes shall cover successive annual periods thereafter, until expiration or termination of the contract. The report notifying the EPA Contracting Officer of any changes to the conflict of interest plan must be received by the Contracting Officer no later than 45 calendar days after the close of the annual period. If there have been no changes to the conflict of interest plan during the annual period, no report notifying the Contracting Officer is required.

H.6 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION

The following applies to any and all tasks requiring the Contractor to have access to Confidential Business Information (CBI) under this contract:

Under this contract, the Contractor shall not have access to CBI submitted to EPA under any authority until the Contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR, Part 2, Subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the Contractor.

H.7 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (MAR 1997) ALTERNATE V (MAY 1994)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of

work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The Contractor, and any subcontractors performing work under this contract, during the life of this contract, will be ineligible to enter into a contract with EPA or non-EPA entities (or perform subcontract work under such contracts) to perform response action work as defined in CERCLA Section 119(e)(1) as amended, (including but not limited to work under Alternative Remedial Contracting Strategy contracts (ARCS), Emergency Response Cleanup Services contracts (ERCS), Response Action Contracts (RAC), Response Oversight Contracts (ROC), Superfund Technical Assessment and Response Team contracts (START), Enforcement Support Services contracts (ESS), Time Critical Rapid Response contracts (TCRR), and Emergency Rapid Remedial Services contracts (ERRS)), unless otherwise authorized by the Contracting Officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.8 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings and performance categories:

Ratings: 0 = unsatisfactory,
 1 = poor,
 2 = fair,
 3 = good,
 4 = excellent,
 5 = outstanding.

Performance Categories:

Quality: Compliance with contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.

Rating

- 0--Contractor is not in compliance and is jeopardizing achievement of contract objectives
- 1--Major problems have been encountered
- 2--Some problems have been encountered
- 3--Minor inefficiencies/errors have been identified
- 4--Contractor is in compliance with contract requirements and/or delivers quality products/services
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Cost Control: Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies.

Rating

- 0--Contractor is unable to manage costs effectively
- 1--Contractor is having major difficulty managing costs effectively
- 2--Contractor is having some problems managing costs effectively
- 3--Contractor is usually effective in managing costs
- 4--Contractor is effective in managing costs and submits current, accurate, and complete billings
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and contract administration; met delivery schedules; no liquidated damages assessed.

Rating

- 0--Contractor delays are jeopardizing performance of contract objectives
- 1--Contractor is having major difficulty meeting milestones and delivery schedule
- 2--Contractor is having some problems meeting milestones and delivery schedule
- 3--Contractor is usually effective in meeting milestones and delivery schedule
- 4--Contractor is effective in meeting milestones and delivery schedule
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Business Relations: Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive; effective small/small disadvantage business subcontracting program.

Rating

- 0--Response to inquiries, technical/service/administrative issues is not effective
- 1--Response to inquiries, technical/service/administrative issues is marginally effective
- 2--Response to inquiries, technical/service/administrative issues is somewhat effective
- 3--Response to inquiries, technical/service/administrative issues is usually effective
- 4--Response to inquiries, technical/service/administrative issues is effective
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

(1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality, cost control, and timeliness of performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations performance category (including a narrative for the rating);

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, and timeliness of performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation

period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.9 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to

participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.10 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.11 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUL 1994) DEVIATION

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other

remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.12 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)

As provided in paragraph (a)(1) of EP 52.228-110, "Insurance-- Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

H.13 INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993)

(a) (1) Except as provided in subparagraph (2) immediately following, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause in accordance with its established cost accounting practices.

H.14 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is

initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.15 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following

conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.16 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, 401 M Street, SW, Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.17 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written

determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), 401 M Street, SW, Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

H.18 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a

Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.19 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) below, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within 30 calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research

described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and at its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

H.20 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order,

work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.21 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

NAMES OF KEY PERSONNEL TO BE INSERTED AT TIME OF CONTRACT AWARD

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.22 DEFINITION OF LABOR CLASSIFICATIONS

Offerors shall use the following labor classifications in preparing their technical and cost proposals:

SENIOR STAFF --

Plans, conducts, and supervises projects of major significance, necessitating proven managerial skills and knowledge of the regulatory process and statutory requirements contained in major environmental legislation such as the Comprehensive Environmental Resource Conservation and Recovery Act (RCRA), the Clean Drinking Water Act, the Clean Air Act, or the Clean Water Act. Must demonstrate ability to originate and apply new and/or unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action.

Typical Title:

Program Manager, Special Consultant, Chief Scientist or Analyst.

Qualifications and Experience:

At least ten years technical experience in development and implementation of national technical and technology related information transfer activities including at least five years technical experience dealing with hazardous materials/waste issues.

Experience Factors:

Minimum of four years experience in supervising multi-disciplinary professionals and general office management including budgetary requirements.

Demonstrated knowledge of cross cutting issues in the environmental technology arena that includes characterization, remediation and monitoring of sites with contaminated groundwater, industrial wastes, municipale solid wastes, domestic sewage/sludges, pesticides, and/or the variety of toxic wastes identified by EPA.

Demonstrated knowledge of selected industries such as the environmental technology clean-up, chemical, mining, plastics, petroleum, utilities, agricultural, or transportation industries.

ASSOCIATE STAFF --

Under general supervision of Senior Manager, plans, conducts, and supervises assignments on a project by project basis. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress, and evaluates results; makes changes in method, design, or equipment where necessary. Operates with some latitude for unreviewed action or design. Responsible for designing cost effective approaches for analyses, studies, and development activities as required by the Contract.

Typical Titles: Project Leader, Consultant.

Qualifications and Experience:

At least 5 years technical experience dealing with technical and technology based information transfer activities.

Experience Factors:

Demonstrated technical experience in areas directly related to the requirements of this contract. A minimum of 4 years relevant experience is required.

Demonstrated knowledge of the statutory requirements of major environmental legislation, such as, the Superfund Program.

Demonstrated knowledge of selected industries such as the environmental clean-up, chemical, mining, plastics, petroleum, utilities, agricultural, or transportation industries.

Demonstrated knowledge of technology transfer issues.

ASSISTANT STAFF

Under supervision of an Associate Manager, carries out assignments associated with projects. Work assignments are varied and require originality and ingenuity. Applies training of professional discipline to assigned projects and translates technical guidance and training received into usable data products and reports. Evaluates data associated with various projects for use in producing required analyses, reports, guidance materials, and training and technology transfer products.

Typical Titles:

Program Assistant, Economist, management analyst, financial management analyst, policy analyst, program analyst, system analyst, training development specialist, management information specialist, graphic arts specialist.

Qualifications and Experience:

Minimum of 2 years experience in areas directly related to contract requirements.

ENTRY LEVEL STAFF --

Entry level for professional classification; works under supervision. Gathers and correlates basic data and performs routine tasks and other duties as assigned. Makes recommendations on work assignments and on variables which affect work assignments under this contract.

Qualifications and Experience:

Minimum of 1 year experience in areas directly related to contract requirements.

H.23 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.24 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.25 PUBLIC COMMUNICATIONS

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust and to not mislead the public, the Contractor shall, at the outset of any communications with outside parties concerning all matters relating to the performance of this contract, explain that it is an Agency Contractor.

H.26 IDENTIFICATION OF CONTRACTOR PERSONNEL

All contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing tasks under this contract and when interacting with EPA officials, federal agencies, state, tribal and local governments, business, industry and the general public. The badge shall contain the individual's name and the company's name and logo. The office space occupied by contractor staff in any location that is also occupied by EPA employees shall be identified with appropriate signs that include the contractor's name. When participating in any event and/or discussion (e.g., answering the telephone, participating as a panel member or speaker), contractor staff shall verbally identify themselves as contractor personnel so that there is no possible appearance of being EPA Officials.

H.27 EPA MEETINGS, WORKSHOPS, CONFERENCES

If this contract requires contractor support for an EPA sponsored meeting, workshop, conference, etc. (hereby referred to as "meeting"), the following shall apply:

- EPA meetings shall be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency (FPMR 101-17.104-4). The EPA Project Officer or Work Assignment Manager will determine and advise the Contractor when Federal facilities are not available.
- Except for the Contractor, experts, consultants, or other personnel necessary for performance of the work called for by this contract, the cost of travel, food, lodging, etc., for other participants or attendees shall not be an allowable cost under this contract. All such required personnel for which costs are being claimed must be approved by the Contracting Officer.
- The costs of beverages, food, refreshments, etc., consumed by participants or attendees at meetings shall not be an allowable charge under this contract (i.e., refreshments as opposed to per diem or subsistence costs).

H.28 REHABILITATION ACT NOTICE (EP-S 99-3) (JUN 1999)

a. EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. §791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and

final meeting announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. §791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

b. Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

c. The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	JUN 1996	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER DEVIATION
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.216-7	APR 1998	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-6	JUL 1996	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	JUN 1999	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.225-11	AUG 1998	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-25	JUN 1997	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	OCT 1998	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
52.245-5	AUG 1996	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) DEVIATION
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.247-67	JUN 1997	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.252-6	APR 1984	AUTHORIZED DEVIATIONS IN CLAUSES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or

completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.3 SUBCONTRACTS (FAR 52.244-2) (AUG 1998) ALTERNATE II (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract. Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

I.4 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

<u>ATTACHMENT</u>	<u>TITLE</u>
1	SAMPLE WORK ASSIGNMENTS
2	CLIENT AUTHORIZATION LETTER
3	PAST PERFORMANCE QUESTIONNAIRE
4	COST PROPOSAL INSTRUCTIONS
5	MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS
6	INVOICE PREPARATION INSTRUCTIONS

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal

income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other_____.

(f) *Common parent.*

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name_____

TIN_____

K.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-4) (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in (country) _____.

K.5 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
State, County, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if Other than
Offeror or Respondent

K.6 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 1999)
ALTERNATE II (JAN 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8742.

(2) The small business size standard is \$5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(5) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It { } is, { } is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It { } is, { } is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part

121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-19) (JAN 1997)

(a) *Definition.*

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

The Offeror [] is, [] is not an emerging small business.

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<u>No. of Employees</u>	<u>Avg. Annual Gross Revenue</u>
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

K.8 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1998)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.9 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is ☐ , is not ☐ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.14 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR
1552.209-72) (APR 1984)**

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

**K.15 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR
1552.215-76) (APR 1984)**

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA or update all outdated information on file.

(a) Contractor's Name:

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):
.....

(c) Telephone Number:

(d) Individual(s) to contact re this proposal:
.....

(e) Cognizant Government:

Audit Agency:

Address:

Auditor:

(f) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime
contracts and subcontracts: \$.....

Government fixed-price prime contracts
and subcontracts: \$.....

Commercial Sales: \$.....

Total Sales: \$.....

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year \$.....

Total Sales for Second Preceding Fiscal Year \$.....

(g) Is company a separate rate entity or division?

.....

If a division or subsidiary corporation, name parent company:

.....

(h) Date Company Organized:

(i) Manpower:

Total Employees:

Direct:

Indirect:

Standard Work Week (Hours):

(j) Commercial Products:

.....

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	<u>Estimated/ Actual Cost</u>	<u>Standard Cost</u>
Estimating System		
Job Order
Process
Accumulating System		
Job Order
Process

Has your cost estimating system been approved by any Government agency?

Yes No

If yes, give name and location of agency:

.....

Has your cost accumulation system been approved by any Government agency?

Yes No

If yes, give name and address of agency:

.....

(m) What is your fiscal year period? (Give month-to-month dates):

.....

What were the indirect cost rates for your last completed fiscal year?

<u>Fiscal Year</u>	<u>Indirect Cost Rate</u>	<u>Basis of Allocation</u>
Fringe Benefits
Overhead
G&A Expense
Other

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? Yes No

If yes, name and location of the Government agency:

.....

Date of last preaward audit review by a Government agency: .

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

(o) Cost estimating is performed by:

Accounting Department
Contracting Department
Other

(describe).

(p) Has system of control of Government property been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

(q) Purchasing System:

FAR 44.302 requires EPA, where it is the cognizant Government agency, to conduct a Contractor Purchasing System Review for each contractor whose sales

to the Government, using other than sealed bid procedures, are expected to exceed \$10 million (annual billings) during the next twelve months. The \$10 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

Period of Approval:

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$10 million threshold?

Yes No

If you respond yes to the \$10 million threshold question, is EPA the cognizant agency for your organization based on the preponderance of Government contract dollars?

Yes No

If EPA is not your cognizant Government agency, provide the name and location of the cognizant agency.....

.....

Are your purchasing policies and procedures written?

Yes No

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes No

K.16 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.17 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations,
Certifications and other statements are accurate and complete.

Signature:_____

Title :_____

Date :_____

**K.18 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (EP-S
99-1) (FEB 1999) DEVIATION**

(a) The Offeror represents that, if it is subject to the reporting
requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the
Federal Acquisition Regulation clause 52.222-37, Employment Reports on
Disabled Veterans and Veterans of the Vietnam Era), it has[], has not []
submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the
required reports are filed. (31 U.S.C. 1354)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (SEP 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS`` followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.2 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1) (OCT 1997)

(a) Definitions. As used in this provision- Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (I) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(I) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions. (I) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and-

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(I)(A) through (c)(3)(I)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(I) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit

the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.3 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee contract resulting from this solicitation.

L.5 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46) (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as

recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

L.6 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Kristin S. Wright

Hand-Carried Address:

Environmental Protection Agency
1300 Pennsylvania Avenue, N.W.
Washington, DC 20004

Mailing Address:

Environmental Protection Agency
401 M Street, S.W.
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

L.8 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.9 DISCLOSURE OF POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST

a. In addition to any other conflict of interest provisions described in this solicitation that may affect an offeror's eligibility for award, the RFP provision entitled, "Organizational Conflict of Interest Certification (EPAAR 1552.209-72)," requires the offeror to certify whether it is or is not aware of a conflict, then the provision entitled "Organizational Conflicts of Interest Notification (EPAAR 1552.209-70)," requires the offeror to provide a disclosure statement in its proposal describing all relevant information concerning any past, present or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest.

b. Offerors responding to this solicitation are required to disclose any such business relationships or activities that could create an actual or potential conflict of interest for the offeror in performing the work under the solicitation. The disclosure statement must address actual, potential, or organizational conflicts of interest within the offeror's entire corporate

umbrella, including parent company, sister companies, affiliates, subsidiaries, and other interests held by the offeror. In addition to identifying actual, potential, or apparent organizational conflicts of interest, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. The EPA Contracting Officer will determine an offeror's eligibility for award based on the information provided in the disclosure statement.

c. The purpose of requiring the information covered by the paragraphs above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational conflicts of interest of individual offerors prior to award. The Agency recognizes that there exists a need for firms to gain the requisite technical experience necessary to fulfill the requirements of the proposed contract and that such experience is often gained through provision of consulting or related technical services to firms in the hazardous waste industry. Accordingly, the fact that a firm has worked, is working, or plans to work for members of the hazardous waste community will not necessarily disqualify the firm from consideration for award on the basis of actual, potential or apparent conflicts of interest (COI). The more dependent a firm is on commercial work with members of the hazardous waste community, the greater the risk to the Agency that there will arise during contract performance a significant number of COI situations which would preclude the Agency from using the contractor's support. There is no set formula for determining how much corporate business or activity with members of the hazardous waste community would result in a determination by the Contracting Officer that award to a particular firm would not be in the best interest of the Government due to organizational conflict of interest concerns. Each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this solicitation and upon the adequacy of the offeror's plan for avoiding, neutralizing, or mitigating such conflicts. In summary, the Agency is seeking a technically qualified firm which can demonstrate that its corporate base of activities will not impact its ability to provide unbiased work products to the Agency under the proposed contract.

L.10 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of February 2, 2000 and that the required effort will be uniformly incurred throughout each contract period.

L.11 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL PROPOSALS

(a) Technical proposal instructions.

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the Technical proposal.

(2) Special technical proposal instructions:

You are advised to closely read the technical proposal instructions and technical evaluation criteria before preparing a technical proposal. The technical proposal will consist of two parts: (1) a written technical

proposal, and (2) an oral presentation to the Government. The past performance information submitted by the offerors will be used to contact references and to evaluate the offerors' past performance.

The following sections provide further details regarding the written and oral portions of the technical proposal. Please note that the terms "offerors", "you", "your", etc., as used below, refer to the prime contractor, all subcontractors, consultants, and any other team contractors.

I. WRITTEN PROPOSAL

Written proposals should consist of four sections -- Technical Expertise, Past Performance, Key Personnel, and Management Approach -- which are each linked to the corresponding evaluation criteria detailed in provision M.2 of this RFP. Further detail on the format and content of the requested information is discussed below.

A. GENERAL INSTRUCTIONS

The written technical proposals shall be prepared using the following guidance:

1. **Length** - The maximum total length of the written technical proposals (addressing the four sections described above) shall be limited to 50 typewritten pages (25 double sided pages; anything in excess of 50 typewritten pages will not be considered) on 8 ½ x 11" paper, using no less than 10 point character size and no less than an average of 3/4" all around for margins. The following items are *excluded* from the above stated page limitation: letters of transmittal, cover page, table-of-contents, dividers, resumes, and briefing charts (maximum 30 pages of charts) to be used in the sample work assignment segment of the oral presentation. Foldout pages are considered as the total number of 8-1/2 by 11 inch pages or fractions thereof that they fit. Offerors are strongly urged to be as succinct, clear and concise as possible in writing the proposal, and to adhere to the recommended page limitation.

2. **Organization** - Offerors are advised to supply all information in the sequence and format specified below. The Offeror's proposal and supporting documentation must provide a sufficient basis for a thorough evaluation of the proposal and provide the information needed to evaluate the proposal in accordance with the evaluation factors set forth in Provision M.2. It is suggested that proposals be placed in binders with dividers clearly indicating the following sections:

- a. Technical Expertise
- b. Past Performance
- c. Key Personnel
- d. Management Approach

3. **Charts** - In the written proposal, the offerors are encouraged to use quantitative and graphical methods to portray facts whenever possible, through the use of charts, lists, matrices, diagrams, tabulations, etc. These charts are not excluded from the page limitation.

4. Prohibition of Cost Data - All costs or pricing details must be omitted from the technical proposal.

5. Exceptions - Any exceptions or conditional assumptions taken with respect to the requirements of this RFP shall be fully explained in the proposal. Please note, however, that exceptions or deviations may render your proposal ineligible for an award without discussions.

B. REQUIRED SECTIONS OF THE WRITTEN TECHNICAL PROPOSAL

1. Technical Expertise

The Offeror should prepare as part of the written proposal, a written narrative to demonstrate, with innovation and clarity, its technical knowledge, experience, capability, and understanding of the Statement of Work (SOW) and technical evaluation criteria contained in Section M.2.I of the RFP.

2. Past Performance

a. The Offeror shall provide the information stated in provision L.14 entitled PAST PERFORMANCE INFORMATION.

b. PAST PERFORMANCE SUMMARY

Offerors should also prepare a summary statement of the past performance information that they submit that discusses how the information provided relates to the subject SOW and the Offeror's overall approach to supporting EPA under this contract. This narrative, which is subject to the 50 page limitation on written proposals, should outline the highlights of the Offeror's previous experience and their overall qualifications for effectively meeting the requirements of the SOW. This statement should address the relevance of the Offeror's past performance to the task areas of the SOW.

3. Key Personnel

a. Offerors shall provide resumes for the key personnel proposed in the "Key Personnel" clause (please see the instructions for filling out the solicitation in the Cost Proposal Instructions).

b. Offerors shall provide a narrative discussion on key personnel which should address their experience in relevant project management, their possession of substantive, relevant knowledge within their respective subject areas; and of OSWER, and especially TIO, supported programs, projects and missions. The discussion of key personnel experience shall include:

i. Program Manager - Offerors shall describe the proposed Program Manager's experience and capabilities, which must include organizing and managing large, complex contracts (including managing subcontractors and consultants) similar to the effort in this RFP, and experience in the subject areas identified in the SOW. Offerors should also discuss the Program Manager's possession of substantive, relevant knowledge of OSWER, and especially TIO, support programs, projects, and missions, and the ability to integrate aspects of an individual project with other projects inside or outside OSWER and EPA. Offerors should provide the contract title, contract number, project officer's name and current telephone number, contract dollar

value and contract length in documenting the Program Manager's past experience. One resume should be submitted for this position.

ii. Other Key Personnel - Offerors shall describe the experience and capabilities of up to four additional designated key personnel proposed to support the SOW in the following task areas:

- (a) General Analysis and Strategic Planning
- (b) General Support for Federal and State Project Managers and Technology Transfer Programs
- (c) Meeting/Conference Support/Training, both National and International.
- (d) Graphics Arts Support Services

If desired, offerors may propose key personnel, in addition to those stated above. Should such additional key personnel be included in an Offeror's proposal, the Offeror shall describe their experience and capabilities and the need for inclusion of these individuals as key personnel in the task areas of SOW in which they are proposed to perform.

iii. Availability of Key Personnel - the Offeror shall specify the availability of the key personnel proposed to perform on the contract (percentage of time).

4. Management Approach

a. Offerors shall describe their approach to planning, organizing, and carrying out the contract activities as presented in the SOW, so as to ensure effective, efficient, timely, and responsive support. This shall include their description of a proposed management plan, including subcontractors. Offerors shall discuss how they plan to effectively meet the requirements of the contract through the roles and responsibilities of their team members, and through lines of authority and communication within the organization, their ability to integrate the complex tasks of the SOW and oversee their concurrent implementation, and their ability to resolve potential problems arising during contract performance.

b. Offerors shall submit a Labor Mix Matrix for the first year of the contract, demonstrating how they plan to distribute the level of effort among the prime and subcontracting team by labor categories or disciplines. This matrix should reflect the mix of professional labor hours shown in the Cost Proposal Instructions, Attachment 4. This matrix is subject to the 50 page limitation stated in this provision. In preparing the Labor Mix Matrix, offerors should assume the following estimated distribution of effort among the tasks in the SOW:

Task 1 - General Analysis and Strategic Planning	25%
Task 2 - General Support for Federal and State Project Managers and Technology Transfer Programs	25%
Task 3 - General Support for Meetings/Conferences/Training	25%
Task 4 - Graphic Arts Support Services	25%

These numbers are estimates only and the actual distribution of effort among the tasks may vary from this estimate.

II. ORAL PRESENTATIONS TO THE GOVERNMENT

A. GENERAL

Offerors shall demonstrate their technical knowledge and expertise concerning the SOW, and approach to addressing the issues identified in the "Sample Work Assignments" (Attachment 1), through oral presentations. In addition to the oral presentation on the sample work assignments, the offerors will be asked a series of questions (all offerors will be asked the same questions) related to other areas of the SOW in order to demonstrate their understanding of the SOW and technical expertise relevant to the SOW. The purpose of the oral presentation will be to obtain information to assess the offerors' understanding of the requirements of the SOW, their knowledge and expertise in performing the tasks identified in the SOW, and their proposed key personnel's expertise and knowledge. Only the key personnel specifically identified in the written proposal will be allowed to participate in the Oral Presentations. The oral presentation will elicit information relevant to the evaluations factors in Provision M.2.I and III.

B. SCHEDULE FOR PRESENTATIONS

It is anticipated that presentations will be conducted the week of January 3, 2000. The order in which offerors will make their presentations to the Government will be determined by a drawing of lots by the Contracting Officer after receipt of written proposals. The presentations will be scheduled as closely together as possible. Once notified of their scheduled presentation date and time, offerors shall complete their presentations on the scheduled date and time. Requests from offerors to reschedule their presentations will not be entertained absent compelling reasons and no rescheduling of presentations will be allowed unless determined necessary by the Government to resolve unanticipated problems.

C. PLACE FOR PRESENTATIONS

Presentations shall be performed in person at EPA headquarters in Washington, DC.

D. VIDEOTAPING

Presentations will be videotaped by the Government. Offerors will be provided a copy of the videotaped presentations if requested. Submission of videotapes or other forms of media containing the presentation are not authorized and such technical proposals shall be rejected.

E. PRESENTATION FORMAT

1. Presentations shall be made by only the proposed Program Manager and other members of the proposed Key Personnel staff as determined by the Offeror. Offerors will make their presentations to the EPA selection officials. The presentations must be complete, concise and clear.

2. Offerors shall demonstrate their technical knowledge and understanding of the SOW in presenting their approach to the three Sample Work Assignments (Attachment 1) which will be evaluated under the relevant criteria in Provision M.2.I. and III. The presentation shall address:

- a. Major issues they identify concerning the work assignment;
- b. Major milestones or activities for the SOW tasks (sub-tasks);
- c. Estimated time frames/schedules to complete these major milestones or activities;
- d. Decision points and responsible parties making the decision;
- e. Contractor actions, EPA actions, actions by other parties;
- f. Potential problems or bottlenecks to project completion and proposed solutions.
- g. Proposed staff to be assigned to this WA, including their knowledge, skills, abilities and previous experience in performing similar work.

3. Offerers will be given a total of ninety (90) minutes, thirty (30) minutes maximum for each sample work assignment, to make their presentation regarding the three sample Work Assignments. During each 30 minute presentation, offerors shall address, with innovation and clarity, their technical approach to the sample work assignments, discussing the issues, processes, schedules, roles and responsibilities, potential problems and associated solutions for the work assignment. No exceptions to this timeframe will be allowed, and presentations shall not exceed the allotted time. Offerors shall be limited to no more than 30 briefing charts for use as illustrative materials for the entire 90 minute presentation. The briefing materials/charts should highlight information in the briefing, not provide a narrative of the briefing content. The Offeror shall provide a copy of the briefing charts as an attachment to the technical proposal. The briefing charts submitted with the proposal must be exact copies of the materials used during the oral presentation. Any substitution of materials will adversely affect the evaluation of the presentation. Offerors are responsible for providing a person to flip any pages, if it will not be done by the briefer. The presenters may use name plates to identify themselves if desired, and the name plates will not count against the 30 chart limit. Offerors will also be allowed to write on a flip chart during both the 90 minute and 60 minute (described below) oral presentations to illustrate their points. EPA will provide the flip chart, flip chart paper, and red, green, blue and black pen markers. Flip chart pages used during the oral presentation are not subject to the 50 page written proposal limit. The responses to the six questions will be evaluated under Provision M.2.I and III of this RFP.

4. Following the 90 minute presentation on the Sample Work Assignments and any request for clarifications from the Government, offerors will be allowed a 15 minute break. Following the break, offerors will be given up to six written questions related to other areas of the SOW to answer orally. Offerors will be given sixty (60) minutes to prepare their responses and sixty (60) minutes to present them. Please note that the six questions are intended to be extremely difficult.

5. Responses to the questions must be oral, but the team will have access to the Government supplied flip chart during preparation and may use the flip chart during the presentation as a visual aid. Offerors are welcome

to bring written reference materials to the oral presentation to assist in preparing responses. Use of computers or telephones in preparing for the presentation will not be permitted.

6. Following each of the (ninety and sixty minute) presentations described above, the Government may request clarification of any points addressed which are unclear and may ask for explanation or substantiation by the Offeror on any point which was not adequately supported in the presentation. Any such interchange between the Offeror and the Government will be for the sole purpose of clarification only, and will not constitute discussions within the meaning of FAR 15.306. The Government intends to award a contract without discussions. If the Government determines that discussions and best and final offers (BAFO's) are necessary, the Offeror will not be permitted to make any revisions to the oral presentation or to the answers given by the Offeror's team during the question and answer sessions in writing or otherwise.

7. NO COST OR PRICING information shall be included in the presentation.

L.12 INSTRUCTIONS FOR THE PREPARATION OF COST PROPOSALS

Instructions to offerors for the preparation of their cost proposals are incorporated at Attachment 4.

L.13 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than fifteen (15) calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.14 PAST PERFORMANCE INFORMATION (EP 52.215-105) (SEP 1999)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors expected to exceed \$500,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of any previous and/or current contracts and/or subcontracts, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses which are of similar scope, magnitude, and complexity to that which is detailed in the RFP. Include the following information for each contract and subcontract listed:

- (1) Name of contracting activity.
- (2) Contract number.
- (3) Contract title.
- (4) Contract type.

- (5) Brief description of contract or subcontract.
- (6) Total contract value.
- (7) Period of performance.
- (8) Contracting officer and telephone and e-mail (if available).
- (9) Program manager and telephone.
- (10) Administrative Contracting Officer, if different from #8, and telephone and e-mail (if available).
- (11) List of subcontractors (if applicable).

(2) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(2) Attempts to obtain responses will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation.

(d) If negative feed back is received from an offeror's reference, the Government will compare the negative response to the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., If the same reference has several contracts, send that reference a single notice citing all applicable contracts.) Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant directly related or similar past performance.

(2) Client Authorization Letters should be mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the Contracting Officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past Performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in Section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in Section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(g) In accordance with FAR 15.305(a)(2)(iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

**L.15 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT
(EP 52.215-115) (MAR 1989)**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

**L.16 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100)
(FEB 1991)**

This procurement is being processed as follows:

(a) Type of set-aside: Small Business

Percent of the set-aside: 100%

(b) 8(a) Program: Not Applicable

**L.17 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70)
(JUL 1999)**

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L.18 QUALITY ASSURANCE (QA) PROGRAM PLAN

The offeror shall submit a Quality Assurance (QA) Program Plan, when submitting the technical proposal, setting forth the offeror's capability for quality assurance.

The plan shall address the following:

(a) A statement of policy concerning the organization's commitment to implement a Quality Control/Quality Assurance program to assure generation of measurement data of adequate quality to meet the requirements of the Statement of Work.

(b) An organizational chart showing the position of a QA function or person within the organization. It is highly desirable that the QA function or person be independent of the functional groups which generate measurement data.

(c) A delineation of the authority and responsibilities of the QA function or person and the related data quality responsibilities of other functional groups of the organization.

(d) The type and degree of experience in developing and applying Quality Control/Quality Assurance procedures to the proposed sampling and measurement methods needed for performance of the Statement of Work.

(e) The background and experience of the proposed personnel relevant to accomplish the QA specifications in the Statement of Work.

(f) The offeror's general approach for accomplishing the QA specifications in the Statement of Work.

L.19 QUALITY ASSURANCE (QA) PROJECT PLAN

The offeror shall submit a Quality Assurance (QA) Project Plan, when submitting the technical proposal, which shall describe specific procedures and responsibilities needed to accomplish the QA specifications in the Statement of Work.

The project plan shall consist of the following form and content:

(a) Title page, with provision for approval signatures.

- (b) Table of contents.
- (c) Project description.
- (d) Project organization(s) and responsibilities.
- (e) Quality Assurance objectives for measurement data, in terms of precision, accuracy, completeness, representativeness and comparability.
- (f) Sampling procedures.
- (g) Sample custody and retention.
- (h) Calibration procedures, references, and frequency.
- (i) Analytical procedures.
- (j) Data reduction, validation, and reporting.
- (k) Internal quality control checks and frequency.
- (l) Quality Assurance performance audits, system audits, and frequency.
- (m) Quality Assurance reports to management.
- (n) Preventive maintenance procedures and schedules.
- (o) Specific procedures to be used in routinely assessing data precision and accuracy, representativeness, comparability, and completeness of the specific measurement parameters involved.
- (p) Correction action.

L.20 ORGANIZATIONAL CONFLICT OF INTEREST PLAN

The offeror and its team subcontractors shall submit, along with its business cost proposal, an Organizational Conflict of Interest Plan describing the system that will be employed to identify actual or potential conflict of interest situations that may arise as a result of the work under this contract. The offeror will describe the steps that will be taken to avoid or mitigate an actual or potential conflict. The offeror must address both organization and site specific conflicts of interest for past and future work. This plan shall be developed utilizing Attachment 5, "Minimum Standards for EPA Contractors' Conflict of Interest Plans," as a guide.

L.21 DETERMINATION OF RESPONSIBILITY -- CONFLICT OF INTEREST

a. The Contracting Officer will perform a determination of responsibility for the apparent successful offeror in accordance with FAR 9.104. The responsibility determination will include, among other factors, consideration of any actual or potential organizational conflicts of interest that the apparent successful offeror has. If the Contracting Officer determines that the apparent successful offeror has an actual or potential conflict of interest which, in the Contracting Officer's opinion, cannot reasonably be

avoided, neutralized or mitigated, the offeror, after being given an opportunity to address the CO's concerns, may be determined to be nonresponsible and will be deemed ineligible for award.

b. In assessing the potential for conflicts of interest, the Contracting Officer will review the information furnished in response to the Section (L) provision entitled, "Disclosure of Potential Organizational Conflicts of Interest" (as well as information submitted under the solicitation's other conflict of interest provisions) and the Conflict of Interest Plan furnished in accordance with the Section (L) provision entitled "Organizational Conflict of Interest Plan." As stated in the "Disclosure of Potential Organizational Conflicts of Interest" provision below, there is no precise formula for determining what would represent an acceptable level of risk to the Government when considering conflict of interest issues. The Conflict of Interest Plan will, however, be evaluated as acceptable or unacceptable based on the following:

1. The "Minimum Standards for EPA Contractor's Conflict of Interest Plans" (RFP Attachment 5);
2. The adequacy of the offeror's generic plan for avoiding, neutralizing, or mitigating actual or potential organizational conflicts of interest that may arise following contract award; and
3. The adequacy of the offeror's plan for avoiding, neutralizing or mitigating existing actual or potential organizational conflicts of interest that were identified prior to contract award.

Therefore, an apparent successful offeror who submits a Conflict of Interest Plan that is determined to be unacceptable at the time of contract award will be considered nonresponsible and not be eligible for award.

L.22 DETERMINATION OF RESPONSE ACTION CONTRACTORS AND ELIGIBILITY STATUS

All offerors who decide to submit a proposal in response to this RFP, notwithstanding the restrictions in Section L and this clause, must submit the information necessary to demonstrate eligibility for award with their cost proposal. Each offeror (and their subcontractors) who elect to compete must affirmatively demonstrate, in order to be eligible for award consideration (or for subcontracts under this contract), that at the time of contract award, it will not be (i) an EPA or non-EPA prime RAC as defined in Section L, (ii) a subcontractor to a prime EPA or non-EPA RAC performing work under the subcontract which creates a significant potential conflict of interest (COI) with the work required under this contract, and (iii) in a relationship with a RAC (for example as an affiliate, parent or subsidiary) or other party that creates an actual or potential conflict of interest in performing work under this contract. Such offerors must describe measures taken to prevent interface between companies which could result in an actual or potential conflict of interest due to RAC status. Information submitted must include a complete description of the nature of work a firm currently is performing and why it is not RAC work or otherwise does not conflict with the work under this contract. The Contracting Officer must be satisfied that any measures taken to avoid such conflicts of interest will be effective and in place at time of contract award.

Prospective offerors that are currently performing response action work as EPA or non-EPA prime RACs (or doing subcontracting work for these RACs that creates a potential COI with this contract work, or in a relationship with a restricted RAC or RAC subcontractor that creates a potential COI) but who claim that they will not be doing such work (or no longer in the relationship) at the time of contract award, are required to show by clear and convincing evidence that they will no longer be performing the conflicting RAC work (or be in the relationship) at the time of award of this contract.

If the prospective offeror is not itself an EPA or non-EPA RAC (prime or subcontractor), but is affiliated with or has a relationship with such a contractor, it must, should it elect to propose notwithstanding the restrictions contained in Section L and this clause, submit along with its cost proposal, information concerning measures it proposes to take to assure that its relationship with such a RAC will not create an actual or potential conflict of interest in performing this contract work. The Contracting Officer must be satisfied that any measures proposed to avoid, neutralize or mitigate actual or potential conflicts of interest will be effective and in force at the time of contract award in order for the offeror to be eligible for award consideration. Such offerors propose at their own risk and expense and with the express understanding that they still may be deemed ineligible for consideration for contract awarded because of their status notwithstanding proposal submission.

Any offeror who is uncertain as to their RAC status and/or eligibility for award (including, but not limited to, subcontractors to prime EPA or non-EPA RACs, affiliates, etc.) despite the information contained in Section L and this clause, but who nonetheless elect to submit a proposal, do so at their own risk and expense and with the express understanding that they could be deemed ineligible for award consideration notwithstanding their submission of a proposal. Such offerors must submit with their cost proposal a complete description of the work they are performing for consideration by the Contracting Officer. The offeror must explain in detail the basis for its view that its work does not constitute response action work or that its work or relationship will not cause an actual or potential conflict of interest in performing the work under the contract. The Contracting Officer will determine, based on the information submitted, the prospective offerors' status and eligibility for contract award.

L.23 INELIGIBILITY OF CONTRACTORS PERFORMING RESPONSE ACTION CONTRACT (RAC) WORK FROM BEING CONSIDERED FOR AWARD OR FOR SUBCONTRACTS

An offeror will be ineligible to receive an award under this solicitation if it is determined that the offeror, at the time of award of this contract, is a contractor for EPA or non-EPA entities, and performing under such contracts, , as either a prime or a subcontractor, response action work as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 119(e)(1) as amended (www.epa.gov/epahome/laws.htm) (including but not limited to work under Alternative Remedial Contracting Strategy contracts (ARCS), Emergency Response Cleanup Services contracts (ERCS), Response Action Contracts (RAC), Response Oversight Contracts (ROC), Superfund Technical Assessment and Response Team contracts (START), Enforcement Support Services contracts (ESS), Time Critical Rapid Response contracts (TCRR), and Emergency Rapid Remedial Services contracts (ERRS)). This restriction also applies to subcontracts to be awarded under this contract.

If a subcontractor performing work under a response action type contract believes it is performing work under that contract that does not conflict with this contract's SOW, and submits a proposal, they do so at their own risk and expense, and with the express understanding that they could be deemed ineligible for award, notwithstanding their submission of a proposal. When the eligibility of an offeror is questioned, the offeror will be given an opportunity to provide additional information to affirm its eligibility. Offerors who are found to have a COI will be afforded the chance to submit a plan to avoid, neutralize or mitigate the COI. If it is determined that a COI still exists, the offeror will be ineligible for award. Offerors must submit an acceptable COI Plan in order to be eligible for contract award.

L.24 ADDITIONAL BID/PROPOSAL SUBMISSION INSTRUCTIONS (EP-S 99-2) (MAR 1999)

a. General Instructions

These instructions are in addition to the applicable requirements and clauses set forth in the Federal Acquisition Regulation regarding bid/proposal submission and late bid/proposals. Please note that there are distinct addresses designated for bid/proposal submission on the SF 33. Block 7 designates the location specified for delivery of hand carried/courier/overnight delivery service bids/proposals while Block 8 indicates the address specified for receipt of bid/proposals sent by U.S. Mail. Bidders/Offerors are responsible for ensuring that their bids/proposals (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated on the SF 33 prior to the designated date and time established for receipt. Bidders and offerors are also responsible for allowing sufficient time for the bid/proposal to be processed through EPA's internal mail distribution system described below so as to reach the designated location for bid/proposal receipt on time. Failure to timely deliver a bid/proposal to the EPA Bid & Proposal Room on the 6th floor of the Ronald Reagan Building, which is the location designated for bid/proposal receipt in blocks 7 and 8 of the SF 33, will render the bid/proposal "late" in accordance with FAR 14.304 and/or 15.208 and disposition of the bid/proposal will be handled in accordance with FAR 14.304 and 52.214-7 for bids and FAR 15.208 and 52.215-1 for proposals. Bidders/Offerors are cautioned that receipt of a bid/proposal by the Agency's mail room or other central receiving facility does not constitute receipt by the office designated in the solicitation/invitation for bids.

b. U.S. Mail Delivery-SF 33 Block 8

Block 8 on the SF 33 indicates that bids/proposals sent by U.S. Mail must be timely received by the Bid & Proposal Room, Mail Code 3802R. Because EPA adheres to a centralized mail delivery system, any bid/proposal submitted via U.S. Mail to the address specified in block 8 of the SF 33 is initially routed to EPA's mail handling facility located at EPA Headquarters, 401 M Street, S.W., Washington, D.C., and then subsequently routed to EPA's Bid & Proposal Room (Mail Code 3802R) located on the 6th floor of the Ronald Reagan Building. The Bid and Proposal Room on the 6th floor of the Ronald Reagan Building is geographically distinct and is not co-located with the mail handling facility. Bids/proposals sent by U.S. Mail, therefore, will not be considered "received" until such time as they are physically delivered via EPA's mail distribution system to the EPA Bid & Proposal Room in the Ronald Reagan Building. Bidders/Offerors electing to utilize the U.S. Mail for

bid/proposal delivery should therefore allow sufficient time prior to the designated time and date for bid/proposal receipt as specified in Block 9 of the SF 33 to allow for the internal routing of their bid/proposal to the EPA Bid & Proposal Room.

All bids/proposals submitted other than by U.S. Mail should utilize the Hand Carried/Courier/Overnight Delivery Service address specified in Block 7 of the SF 33.

c. Hand Carried/Courier Delivery- SF 33 Block 7

EPA's Bid & Proposal Room that is designated for receipt of hand delivered bids/proposals is located on the 6th floor of the Ronald Reagan Building, 1300 Pennsylvania Ave, N.W., Washington, D.C. Because this is a secure area, EPA bidders/offerors/contractors and/or their couriers/delivery personnel must check in at the EPA visitor guard desk, located to the left of the 13 ½ street entrance, prior to gaining access to the Bid & Proposal Room. A properly addressed bid/proposal, as described below, will be required for admittance to the Bid & Proposal Room. Bids/proposals not properly addressed will be collected by the guard, and routed to the Bid & Proposal Room through EPA's internal mail distribution system, which will delay receipt of the bid/proposal in the Bid & Proposal Room.

d. Overnight Delivery Services- SF 33 Block 7

Bid/Proposal deliveries via overnight delivery services (e.g., Federal Express, Airborne Express) must utilize the address specified in block 7 of the SF 33. Due to the large volume of overnight packages delivered to EPA at one time, all overnight delivery services deliver only to EPA's loading dock at the Ronald Reagan Building, and not directly to the Bid & Proposal Room designated for receipt of bids/proposals in block 7 of the SF 33. From the dock, packages are routed to EPA's mailroom in the Ronald Reagan Building for internal distribution, including distribution to the Bid & Proposal Room. It is important to recognize that regardless of whether the Bid & Proposal Room is noted on the address label as required by block 7 of the SF 33, **NO** overnight delivery service packages are delivered directly to the Bid & Proposal Room. Because bids and proposals must be physically received at the Bid & Proposal Room to be considered officially received, bidders/offerors should not rely upon guaranteed delivery times from overnight delivery services as guarantees that their bids/proposals will be officially received on time. Bidders/offerors remain responsible for the timely delivery of their bids/proposals to the Bid & Proposal Room.

e. Bid/Proposal Submission Labels

EPA has developed labels for use on packages containing bids, proposals, amendments, modifications, withdrawals, or revisions. Use of these labels will facilitate the routing of bids and proposals to the Bid & Proposal Room. The label may be found on EPA's Office of Acquisition Management homepage at www.epa.gov/oam under Special Interest. The labels may be reproduced. Offerors/bidders choosing not to use the EPA labels must ensure that the following information is clearly indicated on the outside wrapper of all packages containing bids/proposals.

For US MAIL:

Environmental Protection Agency
BID and PROPOSAL ROOM, Mail Code 3802R
401 M Street, S.W.
Washington, D.C. 20460

Specified Date and Time for Receipt of Bids/Proposals: Date Time
Solicitation Number: _____
Offeror's Name and Address: _____

For Other Than US MAIL

U.S. Environmental Protection Agency
BID and PROPOSAL ROOM, Mail Code 3802R
Ronald Reagan Building, 6th Floor
1300 Pennsylvania, Ave
Washington, D.C. 20004

Specified Date and Time for Receipt of Bids/Proposals: Date Time
Solicitation Number: _____
Offeror's Name and Address: _____

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (SEP 1996)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

(1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.

(2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.2 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (SEP 1996)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Technical Evaluation Criteria:

I. Technical Expertise (SOW)

100 PTS

The offeror will be evaluated on the degree to which knowledge, experience, capability, and understanding of the Statement of Work (SOW) is demonstrated in the written proposal and through oral presentations, in each area of the criteria, and with relevance to the tasks contained in the Statement of Work. Offerors will also be evaluated on the degree of innovation and clarity demonstrated in their technical approach under this factor. The offeror will be also evaluated on its responses to the Sample Work Assignments, during the oral presentations. Weights assigned to each of the evaluation subcriteria are specified as follows.

A. General Analysis and Strategic Planning:

1. Cross-media environmental issues associated with implementation of major environmental (25)

technology transfer programs

2. Implementation and legislative issues of the RCRA and CERCLA Programs (10)

B. General Support for Federal and State Project Managers and Technology Transfer Programs:

1. Technology Information Transfer Programs, both national and international (20)
2. Research and Development Programs related to emerging environmental hazardous waste remediation, characterization, and monitoring technologies (20)
3. Electronic Outreach, development, operation and maintenance of Internet-based outreach systems (05)

C. Meeting/Conference/Training, both National and International (15)

D. Graphics Arts Support Services (05)

II. Past Performance

60 PTS

Offerors' past performance will be evaluated based on past performance information presented in their proposals, on information obtained by contacting the Offerors' supplied references, on information obtained through the National Institutes of Health (NIH) Contractor Performance System (CPS) (if applicable), and on other information obtained by the Government from other sources. Offerors will be evaluated on previous customer satisfaction in the following areas, which are all of equal importance:

- A. Technical Performance
- B. Timeliness of Performance
- C. Cost Control
- D. Management/Business Relations
- E. Expertise of Key Personnel
- F. Overall Customer Satisfaction

Additionally, the Offerors will be evaluated on the relevance of their previous experience to the task areas of the SOW.

Offerors with no past performance history, whose past performance history is not relevant, or for whom past performance data is not available, will not be evaluated favorably or unfavorably on past performance. Every attempt will be made to ascertain meaningful past performance information on which the offeror's prior performance can be evaluated. Note: If an offeror does not submit the past performance information required, and EPA becomes aware that the offeror, in fact, has relevant past performance history, the offeror may be deemed ineligible for award.

III. Key Personnel**30 PTS**

The proposed key personnel will be evaluated against the minimum qualification requirements for relevant experience stated in the section H clause entitled "Definitions of Labor Classifications" and on the extent to which they possess the appropriate technical knowledge and expertise on the programs and tasks described in the SOW. In addition, they will be evaluated on their experience in relevant project management, their possession of substantive, relevant knowledge within their respective subject areas, and their demonstration of substantive relevant knowledge of OSWER, and especially TIO, supported programs, projects, and missions. The evaluation of key personnel will be based on the written proposal and the oral presentations (Sample Work Assignment presentations and questions). The following aspects of the offeror's key personnel are of equal importance.

- A. Program Manager. The Program Manager will be evaluated on his/her experience and capabilities in organizing and managing large, complex contracts (including management of subcontractors and consultants) similar to the effort in this RFP, and on experience in all of the subject areas identified in the SOW. In addition, the Program Manager will be evaluated on his/her possession of substantive, relevant knowledge of OSWER, and especially TIO, supported programs, projects, and missions and the ability to integrate aspects of an individual project with other projects inside or outside OSWER and EPA.
- B. Other Key Personnel. Additional designated key personnel will be evaluated on their experience and capabilities, one each, in the following work areas of the SOW:
 - 1. General Analysis and Strategic Planning
 - 2. General Support for Federal and State Project Managers and Technology Transfer Programs
 - 3. Meeting/Conference/Training Support, both National and International
 - 4. Graphics Arts Support Services

If key personnel, in addition to those stated above, should be included in an Offeror's proposal, these personnel will be evaluated on their experience and capabilities and the need for inclusion of these individuals as key personnel in the task areas of SOW in which they are proposed to perform.

- C. Availability of Key Personnel. Key personnel will be evaluated based on their availability to this effort (specify a percentage of time).

IV. Management Approach**10 PTS**

Offerors will be evaluated on their approach to planning, organizing and carrying out contract activities as presented in the SOW, in regard to effective, efficient, timely and responsive support. Offerors will be

evaluated on their approach to the management of subcontractors and the roles and responsibilities of team members. Offerors will be evaluated on the extent to which they can meet the requirements of the contract through clear lines of authority, communication and responsibility, their ability to integrate the complex tasks of the SOW, and their ability to oversee their concurrent implementation. Offerors will be evaluated on their ability to resolve potential problems arising during contract performance. Offerors will be evaluated on their effective distribution of work between prime and subcontractors, and by labor categories or disciplines, to adequately support the SOW. The evaluation of this factor will be based on the written proposal.

TOTAL: 200 PTS

M.3 EVALUATION OF QUALITY ASSURANCE PROGRAM PLAN

The quality assurance program plan as described in the Section L clause entitled "Quality Assurance (QA) Program Plan," will be evaluated as acceptable or unacceptable. The acceptability of an offeror's QA Program Plan submitted in response to the section L clause entitled "Quality Assurance (QA) Program Plan," will be considered as part of the responsibility determination undertaken prior to contract award to determine whether an offeror meets the responsibility standards in FAR 9.104. An offeror whose plan is not considered acceptable at the time of award will be considered nonresponsive and ineligible for award.

M.4 EVALUATION OF QUALITY ASSURANCE PROJECT PLAN

The quality assurance project plan as described in the Section L clause entitled "Quality Assurance (QA) Project Plan," will be evaluated as acceptable or unacceptable. The acceptability of an offeror's QA Project Plan submitted in response to the section L clause entitled "Quality Assurance (QA) Project Plan," will be considered as part of the responsibility determination undertaken prior to contract award to determine whether an offeror meets the responsibility standards in FAR 9.104. An offeror whose plan is not considered acceptable at the time of award will be considered nonresponsive and ineligible for award.

M.5 EVALUATION OF ORGANIZATIONAL CONFLICT OF INTEREST PLAN

The organizational conflict of interest plan as described in the Section L clause entitled "Organizational Conflict of Interest Plan," will be evaluated as acceptable or unacceptable. The acceptability of an offeror's conflict of interest plan submitted in response to the section L clause entitled "Organizational Conflict of Interest Plan" will be considered as part of the responsibility determination undertaken prior to contract award to determine whether an offeror meets the responsibility standards in FAR 9.104. An offeror whose plan is not considered acceptable at the time of award will be considered nonresponsive and ineligible for award.

ATTACHMENT 1

SAMPLE WORK ASSIGNMENTS

SAMPLE WORK ASSIGNMENT #1

TITLE: SUPPORT FOR MONITORING AND MEASUREMENT INITIATIVE

BACKGROUND AND PURPOSE:

U.S. EPA's Office of Solid Waste and Emergency Response (OSWER) is undertaking an initiative coordinated by the Technology Innovation Office (TIO) to advance new systems for monitoring hazardous waste sites. OSWER believes that there have been significant technological advances in recent years in the areas of chemical constituent identification and quantification, geophysical analysis, and information management. These advances could dramatically improve capabilities to characterize sites, monitor remedial activities and provide long-term monitoring for closed sites. While more and more tools are becoming available, little has been done to integrate these new tools into ongoing site investigation and cleanup.

OSWER/TIO has established the Monitoring and Measurement Technologies for the 21st Century or 21M² initiative to identify and deploy promising measurement and monitoring technologies in response to waste management and site cleanup program needs. The initiative will match existing and emerging technologies with OSWER program and client needs through partnerships to research and evaluate new equipment and processes in the field, and it will aggressively pursue the transfer of information and lessons learned to professionals in the hazardous waste management and site remediation communities. Through 21M², OSWER is seeking better or less expensive techniques to improve waste program measurement and monitoring needs. OSWER will pursue extensive follow-up that promotes user acceptance and captures actual impacts on program activities. The purpose of this work assignment is to support TIO implementation of the 21M² initiative by helping to identify and track the development and implementation of technologies relevant to the initiative

Task 1: Literature Search

The contractor shall identify and maintain a listing of relevant sources of information on developing technologies relevant to the OSWER list of technology needs. This listing may include professional journals, private and government data bases, symposia proceedings, etc. Additionally, the contractor shall provide information on potential sources of information outside of the normal realm of environmental literature where promising analytical technologies may exist in other applications (medical, security,

Sample Work Assignment #1**Page 2**

industrial product control, etc.). The contractor shall provide the EPA with the listing, along with contact information for each source.

Subsequent to developing the list, the contractor shall conduct a literature search to identify vendors/developers with relevant technologies. The report must include the technology, developer information, a citation of the article, and an abstract of the technology/article.

Task 2: Project Tracking

The contractor shall support the implementation of the 21M² initiative by assisting the EPA in reporting both full-scale projects funded through OSWER as well as projects funded under the Agency's Small Business Innovative Research (SBIR) program. The contractor shall create a reporting format that identifies ongoing and new developments for each technology, including status and results of testing and/or field activities, available information, and outreach activities and opportunities. In addition, the format must accommodate/ maximize utility in a web-based reporting environment.

Once the format for this report is established, the contractor shall create and maintain monthly reports that will be available in both a public and internal formats on the CLU-IN Internet site (public) and the OSWER Site Characterization Intranet site (internal). This activity will involve regular contact with project leads.

Task 3: Outreach Support

The contractor shall support the EPA in outreach for the 21M² program, both in terms of increasing awareness of potential opportunities for vendors as well as to increase awareness of technology accomplishments and capabilities among public and private technology users and regulators. Subsequent to the identification of resources under Task 1, the contractor shall support the EPA in developing a strategy to regularly communicate needs and opportunities to potential developers and vendors of technologies. This may include development of brief articles and announcements for technical publications, support of existing web-based resources. For estimation purposes, the contractor shall assume preparation of up to five announcements during the performance period.

Sample Work Assignment #1**Page 3**

In addition the contractor shall create outreach materials including overhead slide/Microsoft PowerPoint 97 presentations (up to three, 15-slide presentations), project fact sheets (up to four, 2 to 4 page sheets), and user group meeting minutes (two meetings), including logistical support for one meeting of 21M² project leads.

INSTRUCTIONS:

The Contractor shall prepare a Work Plan for the accomplishment of this Work Assignment. The plan should include the methodology to be used for each task, a master networked schedule, and resource requirements. The contractor shall provide intermediate milestone dates by task in accord with the guidance provided by EPA. The Work Plan should not only identify staff to be assigned to this WA, but also briefly demonstrate their knowledge, skills, abilities, and previous experience in performing similar tasks and technology evaluations.

SAMPLE WORK ASSIGNMENT #2

TITLE: ELECTRONIC OUTREACH FOR TRANSFER OF HAZARDOUS WASTE-RELATED DATA AND INFORMATION EXCHANGE

BACKGROUND AND PURPOSE:

In a continuing effort to facilitate the dissemination of information on innovative alternatives to assess, characterize, and remediate hazardous waste sites, EPA's Technology Innovation Office (TIO) supports Electronic outreach. This WA requires the contractor to provide support, maintenance, outreach and development of INTERNET and INTRANET websites, and INTERNET ListServers that comprise an aggregate system used to disseminate information to the hazardous waste community.

The ListServers, INTRANET sites, and some of the Internet pages must be resident on equipment at EPA's Enterprise Service Division, in RTP, NC.

Task 1: Technology Transfer Implementation

The Contractor shall provide a World Wide Web (WWW) Home Page system for the technology transfer of hazardous-waste-related data and information exchange. The system must comply with EPA policies for information resources management (EPAAR 1552.210-79). The system components must be nominally accessible 24-hours per day, although reasonable "down-time" for administrative purposes is acceptable. The system must be capable of handling multiple simultaneous users, and access speeds of 760kbs. The system must be capable—at a minimum—of providing efficient storage, searching and downloading of documents in word processor, PDF, or other formats; video viewing capability; on-line training capability and support; on-line registration for training courses, an average of 1.5 million page requests per year, and an average of 800,000 document downloads per year.

The system must easily connect users with other hazardous waste remediation and EPA information resources on the INTERNET. The Contractor shall prepare all materials provided by EPA in a user-friendly format for access on the system. The Contractor shall provide all personnel, hardware, software, telephone equipment, and facilities necessary to conduct this work assignment.

Sample Work Assignment #2**Page 2****Task 2: INTRANET Support**

Contractor shall develop and maintain INTRANET Home Pages to provide information and access to TIO developed and supported efforts such as the OSWER Site Characterization and Monitoring Workgroup intranet site. The pages must comply with EPA policies for information resources management (EPAAR 1552.210-79). The

Contractor shall prepare all materials provided by EPA in a user-friendly format for access on the system.

Task 3: ListServer Lists

The Contractor shall manage ListServer Lists to provide information and access to TIO developed and supported efforts such as technology events, new products, training events, and schedules, training information, and innovative technology policy directives. The system must comply with EPA policies for information resources management (EPAAR 1552.210-79).

Task 4: Information Research

On an ongoing periodic basis, the Contractor shall research, synthesize, and post throughout the system, information such as synopses of promulgated hazardous waste regulations and news of interest to technology developers and vendors. This news should come from Internet resources, ListServers, newsletter subscriptions, journals and other resources and it should consist of contract opportunities (including verbatim synopses of hazardous-waste related solicitations as announced in the Commerce Business Daily), grant opportunities, demonstration facility updates, upcoming courses and conferences, new policies, and new publications; and on a semi-monthly basis, synopses of hazardous waste technology news must be incorporated into the existing bi-weekly Technology Information News database.

The Contractor shall also provide monthly data and interpretation of the level of use of the system by users, and the level of use of the 10 most accessed types of information (pages and documents). The Contractor shall also provide a calendar year summary.

Task 6: Technology Transfer Demonstrations

The Contractor shall design, develop, and implement technology transfer demonstrations on the use of the system. This includes preparation of necessary display and background materials. Dates and locations of the demonstrations shall be provided by Technical Directive no later than 20 days by the WAM. For purposes of planning and estimating, the Contractor shall assume participation at eight one-day system demonstrations, and participation at five three-day system demonstrations.

INSTRUCTIONS:

The Contractor shall prepare a Work Plan for the accomplishment of this Work Assignment. The plan should include the methodology to be used for each task, a master networked schedule, and resource requirements. The contractor shall provide intermediate milestone dates by task in accord with the guidance provided by EPA. The Work Plan should not only identify staff to be assigned to this WA, but also briefly demonstrate their knowledge, skills, abilities, and previous experience in performing similar tasks and technology evaluations.

SAMPLE WORK ASSIGNMENT #3

TITLE: WORKFORCE MANAGEMENT SUPPORT

BACKGROUND:

TIO implements and coordinates a national workforce support program for EPA Superfund employees, and other Federal agencies involved in the Superfund cleanup program. Contractor support to EPA is required to coordinate and implement outreach activities to support this national workforce support program.

One of the outreach activities is the OSWER Training Forum. The Training Forum holds bi-monthly conference calls and semi-annual meetings. The Contractor shall provide administrative and full logistical support for the delivery of the Forum semi-annual meetings and teleconferences.

Other Workforce management Support services include: 1) scheduling training development/support meetings and teleconferences; 2) acquisition of meeting and training facilities, when government owned facilities are not available; 3) outreach such as the *OSWER Training Calendar*, the *Unify Training ListServer*, *Training Exchange Website*, and Administration of the *Superfund Online Institute*; 4) Superfund Workforce Records Administration to include maintenance and support for course registration.

Task 1: Meeting Support

The OSWER Training Forum has bi-monthly conference calls and semi-annual face-to-face conferences. The Contractor shall schedule and provide for all logistical support for these conferences. Prior to each conference, the Contractor shall communicate with the EPA to develop and distribute conference agendas and other materials to the Forum; the Contractor shall attend the conference calls and meetings to lead and facilitate discussions, provide policy, historical, and institutional information, provide training delivery expertise, and prepare general notes of the proceedings.

Task 2: Superfund Workforce Records Administration

As part of the Superfund Workforce Support program, TIO maintains records of Superfund staff and training. The Contractor shall maintain and update Superfund staff training records for CERCLA Education Center (CEC) courses and other training

Sample Work Assignment #3**Page 2**

as directed by EPA. The 2000 CEC schedule will contain up to 60 courses with 30 to 40 attendees per class. The Contractor shall register participants for scheduled training courses and serve as the point of contact for course registrants; disseminate course and schedule information, provide course logistical information and other correspondence; produce computer-generated attendance certificates; provide logistical support for scheduling and delivering courses, analyze data records and prepare reports for EPA management review; and produce weekly registration reports and quarterly regional attendance reports.

Task 3: Support for Outreach Projects

The Contractor shall provide support for TIO Outreach activities related to training. Contractor support may be required for establishing electronic communications (e.g., online registration) or conferences to discuss or distribute training information, to review course scheduling and registration procedures, or to produce accomplishment reports. Outreach support activities will be specified in written Technical Direction from the EPA.

At a minimum, the Contractor shall: prepare two 4-page accomplishment reports, produce a quarterly update of the *OSWER Training Calendar*, collect and distribute information on available training thru *Trainex* and *Forum Updates*, maintain and moderate the *Unify Training* ListServer, and provide administration support for the *Superfund Online Institute*.

INSTRUCTIONS:

The Contractor shall prepare a Work Plan for the accomplishment of this Work Assignment. The plan should include the methodology to be used for each task, a master networked schedule, and resource requirements. The contractor shall provide intermediate milestone dates by task in accord with the guidance provided by EPA. The Work Plan should not only identify staff to be assigned to this WA, but also briefly demonstrate their knowledge, skills, abilities, and previous experience in performing similar tasks and technology evaluations.

ATTACHMENT 2

CLIENT AUTHORIZATION LETTER

[Addressee]

Dear *Client*:

We are currently responding to the Environmental Protection Agency RFP #PR-HQ-98-11621 for the procurement of Industrial Solid and Hazardous Waste Characterization Support. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to _____.
[Offeror's point-of-contact]

Sincerely,

ATTACHMENT 3

PAST PERFORMANCE EVALUATION FORM

PAST PERFORMANCE EVALUATION FORM

This form will be completed by the EPA Evaluator. Answers to Questions 1-8 are based on information obtained from the following named client/reference, not the offeror. Answers to Questions 9-10 are the judgement of the EPA Evaluator. Ratings to be used are: Outstanding = 5; Above Average = 4; Average = 3; Below Average = 2; and Unsatisfactory = 1. Ratings should be supported with the appropriate comments. Additional pages may be used, as necessary.

Name of Contractor: _____ Contract Number: _____

Contract Title: _____

Total Contract Value: _____ Period of Performance: _____

Name and Position of Contacted Reference: _____

Date Contacted: _____ Phone No.: _____

1. Verification Is Project Summary provided by the offeror an accurate description of work Yes__ No__
actually performed? If no, provide comments. _____

2. Satisfaction with Contractor's Technical Performance: Rating: _____
(e.g., technical knowledge, quality of deliverables)

Comments: _____

3. Satisfaction with Timeliness of Performance: (e.g., met milestones, deliverables on time) Rating: _____
Comments: _____

4. Satisfaction with Cost Control Measures: Rating: _____
(e.g., within budget, on work assignments, contract level)

Comments: _____

PAST PERFORMANCE EVALUATION FORM

Page 2

5. Satisfaction with Contractor's Management Approach: (e.g., compliance with contract requirements; responsive to technical direction; effective contract administration; effective task management; current, accurate and complete billing; ease of communication with client) Rating: _____

Comments: _____

6. Satisfaction with Contractor's Key Personnel (Expertise) Rating: _____

Comments: _____

7. Overall Satisfaction with Performance/Other Comments Rating: _____

Comments: _____

8. Relevance Was the work actually performed directly relevant to the SOW for this RFP? If no, provide comments. _____

9. Overall Rating: _____

10. Name of EPA Employee: _____

11. Date: _____

12. Signature: _____

ATTACHMENT 4

COST PROPOSAL INSTRUCTIONS

COST PROPOSAL INSTRUCTIONS

OSWER MISSION SUPPORT

TABLE OF CONTENTS

CONTENTS

- I. General**
- II. Direct Labor**
- III. Other Direct Costs**
- IV. Consultants**
- V. Subcontracts**
- VI. Indirect Costs**

EXHIBIT - A Cost Proposal Model

COST PROPOSAL INSTRUCTIONS

OSWER MISSION SUPPORT

The period of performance for this contract is three (3) years.

Your cost or price proposal shall be specific, complete in every detail, and separate from your technical proposal. In addition to a hard copy of the information, you are requested to submit a computer disk containing the cost schedules requested below, if this information is available using a commercial spreadsheet program on a personal computer. Please indicate the software program used to create this information. Offerors should include the formulas and factors used in calculating the financial data on the disk as well as the basic financial information. Although submission of the computer disk will expedite review, failure to submit the disk will not affect consideration of your proposal.

I. GENERAL - The offeror shall provide the following information (Items 1 - 7) on the first page of the pricing proposal:

- (1) Solicitation number;
- (2) Name and address of offeror;
- (3) Name and telephone number of point of contact;
- (4) Proposed cost, fee and total;
- (5) The following statement:
 "This proposal is submitted in response to the solicitation in Item 1. By submitting this proposal, the offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.";
- (6) Date of submission;
- (7) Name, title and signature of authorized representative

A. Clearly identify separate cost data associated with each year of the contract's period of performance.

1. Provide the above cost detailed breakdown on spreadsheets (cost schedules) as follows:
 - a. A Total Contract Summary Proposal
 - b. A Total Year One (1) Summary Proposal
 - c. A Total Year Two (2) Summary Proposal
 - d. A Total Year Three (3) Summary Proposal

PLEASE NOTE: The cost proposal model provided as EXHIBIT - A may be used, however, offerors should tailor the model to their own normal accounting practices.

2. In accordance with FAR 15.403-3(a), provide information sufficient to support the Government's cost realism analysis of your cost proposal.

3. Submit a current financial statement, including a balance sheet and a statement of profit and loss for the last completed fiscal year. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).
4. If other divisions, subsidiaries, a parent or affiliated companies will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliates and your intercompany pricing policy. Separately identify costs and supporting data for each such entity proposed.
5. Whenever subcontractor effort is included in the proposed costs, the prime contractor shall include an additional supporting cost summary consolidating all costs (both contractor and subcontractor) by element for each contract period.

II. DIRECT LABOR

- A. The direct labor hours (level-of-effort (LOE)) appearing below are for professional labor only. These hours do not include management at a level higher than the project management or clerical support staff. If it is your normal practice to charge these types of personnel as a direct cost, your proposal must include them along with an estimate of the directly chargeable man-hours for these personnel. If this type of effort is normally included in your indirect cost allocations, no estimate is required. However, direct charging of indirect costs on any resulting contract will not be allowed.
- B. For the purpose of evaluation, offerors are required to propose the following LOE hours. The offeror's cost proposal shall only provide the distribution of LOE by professional labor types or categories in accordance with the Statement of Work and the Technical Proposal Instructions.

<u>Contract Year</u>	<u>Total</u>
Year 1	40,000
Year 2	40,000
<u>Year 3</u>	<u>40,000</u>
Total Contract	120,000

The above values represent the Government's estimate of LOE hour distribution per year and are not a guarantee of the actual distribution levels that will be experienced during contract performance.

- C. Offerors shall use the Definition of Labor Classifications provided in Section (H) of the solicitation in preparing their technical and cost proposals.
- D. Attach support schedules indicating types or categories of labor, together with labor hours for each category and rate of compensation. Indicate the method used in computing the labor rate. If individual labor rates are proposed, give employee names. All management and support (such as clerical, corporate and day-to-day management) hours and costs proposed to be a direct charge in accordance with your normal accounting treatment, are to

be shown separately from that of the technical effort.

- E. When identifying individuals assigned to the project, specify in which of the professional categories the individual belongs.
- F. The direct labor hour mix and personnel proposed as part of the cost proposal shall be the same as proposed in the technical proposal.
- G. Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date). The offeror shall include the date of the payroll from which hourly rates were obtained.
- H. State whether any additional direct labor (new hires) will be required during the performance period of this acquisition. If so, state the number required.
- I. With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.
 - 1. Individual's name;
 - 2. Annual salary and the period for which the salary is applicable;
 - 3. List of other research projects or proposals for which salary is allocated, and the proportionate time charged to each; and
 - 4. Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charged as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)

III. OTHER DIRECT COSTS

- A. Except as noted below in paragraph (D), for evaluation purposes, offerors are required to propose the following other direct costs for the each year of the contract.

<u>Contract Year</u>	<u>Travel</u>	<u>Misc. ODCs</u>	<u>Total ODCs</u>
Year 1	\$ 90,000	\$300,000	\$ 390,000
Year 2	\$ 93,000	\$325,000	\$ 418,000
Year 3	<u>\$ 96,000</u>	<u>\$340,000</u>	<u>\$ 436,000</u>
Total Contract	\$279,000	\$965,000	\$1,244,000

- B. Identify the major other direct cost items that would be a direct charge under your accounting system on any resulting contract.
- C. If the solicitation specifies the amount of other direct costs, this amount is exclusive of any

applicable indirect cost and fee.

D. Equipment (not including special equipment)

1. EPA does not anticipate furnishing any equipment to the Contractor under this procurement except under unusual circumstances, for example, see paragraph (E) below.
2. Identify existing Government-owned property in the possession of the offeror which the offeror proposes to be used in the performance of the contract, and the Government agency which has cognizance over the property.

E. Facilities and special equipment, including tooling.

1. If special purpose facilities or equipment is being proposed, provide a description of these items, details of the proposed costs including competitive prices, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds.

IV. CONSULTANT SERVICES

Identify the contemplated consultants. State the amount of service estimated to be required and the consultant's quoted daily or hourly rate.

V. SUBCONTRACTS

When the cost of a subcontract is substantial (10 percent of the prime contractor's estimated contract value or \$10,000, whichever is less), include details of subcontract costs in the same format as the prime contractor's costs. Include a cost or price analysis of the subcontract costs.

VI. INDIRECT COSTS (fringe benefits, overhead, general and administrative expenses).

- A. Unless your proposed indirect rate(s) have recently been accepted by a contracting agency of the Government, provide the following detailed supporting computations:
 - i. Include historical or budgeted data. Indicate whether your computations are based upon historical or projected data.
 - ii. Additionally, provide the actual indirect rates for the past five years including the indirect rates proposed, the actual indirect rates experienced and, if available, the final negotiated rates. For each rate, provide the total dollar amount for pool expenses (the numerator) and total allocation base costs (the denominator), and the number of unallowable costs included in the historical data.
- B. If your rates have been recently approved, include a copy of the agreement. If the agreement does not cover the projected performance period of the proposed effort, provide the rationale and any estimated rate calculations for the proposed performance period.

- C. Offerors who propose indirect rates for new or substantially reorganized cost centers should consider offering to accept ceilings on the indirect rates at the proposed rates. Similarly, offerors whose subcontractors propose indirect rates for new or substantially reorganized cost centers should likewise consider offering to accept ceilings on the subcontractors' indirect rates at the proposed rates.

Note: The Government reserves the right to adjust an offeror's or its subcontractors' estimated indirect costs for evaluation purposes based on the Agency's judgement of the most probable costs up to the amount of any stated ceiling.

- D. The offeror shall furnish the name and address of the Government agency and the name of the reviewing official if their rates have been recently accepted by a Government agency.

PLEASE NOTE: THIS COST PROPOSAL MODEL SHOULD BE TAILORED TO YOUR NORMAL ACCOUNTING PRACTICES

**EXHIBIT A
COST PROPOSAL MODEL**

OSWER MISSION SUPPORT
RFP #PR-HQ-99-17113

SUMMARY **

<u>COST ELEMENT</u>	<u>RATE</u>	<u>TOTAL</u>	
		<u>HOURS</u>	<u>COST</u>
A - DIRECT LABOR:			
1. Professional Labor Category or Discipline			
2.			
3.			
4.			
Total Professional LOE			
Total Clerical Hours (if applicable)			
TOTAL - Direct Labor			
B - FRINGE: (if applicable)			
___% of Total Direct Labor Costs			
C - LABOR OVERHEAD: (if applicable)			
___% (Basis)			
TOTAL - Fringe & Overhead			
D - OTHER DIRECT COSTS:			
1. Travel			
2. Miscellaneous ODCs			
TOTAL-Other Direct Costs			
E - TEAM SUBCONTRACTORS			
1.			
2.			
3.			
TOTAL - Team Subcontractor Cost			
F - SUBTOTAL - Estimated Cost without G&A			
G- G&A EXPENSE: ___% (Basis) (if applicable)			
H- TOTAL - Estimated Cost			
I - FIXED FEE: ___% (Basis)			
J - TOTAL - Estimated Cost and Fixed Fee			

**** Indicate: Year 1 of Contract, Year 2 of Contract, Year 3 of Contract, or Total Contract**

This Page Intentionally Left Blank

ATTACHMENT 5

**MINIMUM STANDARDS FOR EPA CONTRACTORS'
CONFLICT OF INTEREST PLANS**

MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI Plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI Plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company used to identify and report COI. Generally, a contractor's corporate COI Plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. EPA should be advised of the version number, date and applicable CO for any previously approved COI plan.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. CORPORATE STRUCTURE

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will be very useful to COs when evaluating whether or not a contractor has a COI.

B. SEARCHING AND IDENTIFYING COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

C. DATA BASE

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities:

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed any other pertinent information
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of the past sites (when applicable) related to any work performed; and
- (5) the ability to search and retrieve the information in the data base.

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. PERSONAL CERTIFICATION

At the minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, to sign a personal certification. It should be noted, however, that it is the preference of the Agency that ALL company employees be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI that the individual may have on any work that may result in an actual or

potential COI. The certification shall also state that the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

E. WORK ASSIGNMENT (WA), TECHNICAL DIRECTION DOCUMENT (TDD), OR DELIVERY ORDER (DO) NOTIFICATION AND CERTIFICATION

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/DO certification with 20 days or receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. ANNUAL CERTIFICATION

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains an WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certification.

G. NOTIFICATION AND DOCUMENTATION

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations (e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts).

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

H. TRAINING

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a

review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. SUBCONTRACTOR'S COI PLANS

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 6

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by contractor labor category the number of hours, hourly rate and total dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative

costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and total dollars billed for the period in the invoice.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date,

dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown

in this space shall be furnished by the Contracting Officer.

- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and

other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.